

RECORDATION NO. 29514-D FILED

OCT 25 '10 -11 45 AM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, NW
SUITE 301
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1984)

.20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

October 25, 2010

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Re: Trinity Rail Leasing 2010

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment and Assumption Agreement, dated as of October 25, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document assigns the leases covering the 2529 railcars identified in the Bill of Sale being filed with the Board under Recordation Number 29514-C.

The names and addresses of the parties to the enclosed document are:

Assignee: Trinity Rail Leasing 2010 LLC
2525 Stemmons Freeway
Dallas, Texas 75207

Assignor: Trinity Rail Leasing Warehouse Trust
2525 Stemmons Freeway
Dallas, Texas 75207

A description of the railroad equipment covered by the enclosed document
is:

Leases covering 1,334 railcars:

RGCX 001083 - RGCX 001117 (not inclusive)
TILX 030201 - TILX 030237
TILX 043246 - TILX 043373
TILX 047759 - TILX 047900
TILX 150083 - TILX 150134
TILX 160851 - TILX 160858
TILX 195024 - TILX 195226 (not inclusive)
TILX 196625 - TILX 196652
TILX 197438 - TILX 197484 (not inclusive)
TILX 199836 - TILX 199935 (not inclusive)
TILX 253560 - TILX 253582 (not inclusive)
TILX 302883 - TILX 302932
TILX 312300
TILX 312302 - TILX 312423 (except TILX 312314)
TILX 317925 - TILX 318024
TILX 319081 - TILX 319280
TILX 319381 - TILX 319545
TILX 400321 - TILX 400391 (not inclusive)
TILX 400710 - TILX 400716
TILX 479301 - TILX 479432
TILX 639019
TILX 639181
TILX 639230
TILX 640001 - TILX 640813 (not inclusive)
TILX 641372
TILX 645833
TILX 645902 - TILX 645918 (not inclusive)

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Anne K. Quinlan, Esq
October 25, 2010
Page 3

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

OCT 25 '10 -11 45 AM

ASSIGNMENT AND ASSUMPTION**SURFACE TRANSPORTATION BOARD**

TRINITY RAIL LEASING WAREHOUSE TRUST, a Delaware statutory trust (the "Assignor"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, hereby transfers, assigns and otherwise conveys and grants to TRINITY RAIL LEASING 2010 LLC, a Delaware limited liability company (the "LLC"), and the LLC hereby acquires and assumes from the Assignor, all of the Assignor's right, title and interest in and to the Leases set forth on Schedule I hereto and all Related Assets with respect thereto (collectively, the "Leases"), any and all income and proceeds thereof and any and all obligations of the Assignor thereunder arising on and after the date hereof. This assignment and assumption is made under the Purchase and Contribution Agreement, dated as of October 25, 2010 by and among the Assignor, Trinity Industries Leasing Company and the LLC (the "Agreement").

The Assignor hereby warrants to the LLC and its successors and assigns that at the time of assignment of the Leases, the Assignor has legal and beneficial title thereto and good and lawful right to assign such Leases free and clear of all Liens (other than subleases of the Leases as expressly permitted by the Agreement and other than Permitted Encumbrances), and the Assignor covenants that it will defend forever such title to the Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Encumbrances) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the assignment of the Leases by the Assignor hereunder. Notwithstanding the provisions above and its and the LLC's intent that the Assignor transfer, assign and otherwise convey and grant to the LLC all right, title and interest of the Assignor in the Leases, as a precaution only, in the event of any challenge to this Assignment as being in the nature of an absolute assignment rather than a financing, the Assignor hereby also grants the LLC a security interest in the Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Agreement provide that this Assignment is other than a transfer, assignment and otherwise conveyance and grant to the LLC of all right, title and interest of the Assignor in the Leases.

The LLC hereby assumes, and agrees it is unconditionally bound in respect of, as of the Closing Date, all duties and obligations of the Assignor under the Leases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in (i) Annex A to the Indenture, dated as of October 25, 2010, by and between the LLC and Wilmington Trust Company, or (ii) the Agreement.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York, including, without limitation, Section 5-1401 and Section 5-1402 of the New York General Obligations Law but otherwise without regard to conflict of laws principles.

This Assignment and Assumption shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and assigns as permitted by and in accordance with the terms hereof. Except as expressly provided herein or in the other Operative Agreements, no party hereto may assign their interests herein without the consent of the other party hereto.

The Assignor will duly execute and deliver to the LLC such further documents and assurances and take such further action as the LLC may from time to time reasonably request or as may be required by applicable law or regulation in order to effectively carry out the intent and purpose of this Assignment and Assumption and to establish and protect the rights and remedies created or intended to be created in favor of the LLC hereunder, including, without limitation, the execution and delivery of supplements or amendments hereto, in recordable form.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the 25th day of October, 2010.

**TRINITY RAIL LEASING
WAREHOUSE TRUST**

By: C. L. D.
Name: *CARY LANCE DAVIS*
Title: *VICE PRESIDENT*

TRINITY RAIL LEASING 2010 LLC,

By: **TRINITY INDUSTRIES LEASING
COMPANY**, as sole member and
manager

By: C. L. D.
Name: *CARY LANCE DAVIS*
Title: *VICE PRESIDENT*

SCHEDULE I

1. One hundred fifty (150) DOT111A100W1 non-coiled, non-insulated tank cars, marked and numbered TILX 197438 - 197441, 197467, 197468, 197470, 197471, 197475 - 197477, 197479, 197481 - 197484, 199836, 199838, 199839, 199841, 199844, 199848, 199849, 199854, 199856, 199857, 199862, 199863, 199867, 199870, 199871, 199875, 199878 - 199882, 199885, 199887, 199888, 199890, 199891, 199892, 199893, 199895, 199897, 199899, 199900, 199901, 199904, 199907 - 199911, 199913, 199914, 199916, 199918 - 199935, 312300 - 312373 leased pursuant to Rider Sixty (60) dated April 21, 2008 to that certain Railroad Car Lease Agreement dated July 10, 1989 between Trinity Industries Leasing Company and ADM Transportation Company.

2. One hundred fifty (150) DOT111A100W1 non-coiled, non-insulated tank cars, marked and numbered TILX 312374 - 312423, 317925 - 318024 leased pursuant to Rider Sixty-One (61) dated April 21, 2008 to that certain Railroad Car Lease Agreement dated July 10, 1989 between Trinity Industries Leasing Company and ADM Transportation Company.

3. Five (5) DOT111A100W1 coiled and insulated tank cars marked and numbered TILX 253560, 253562, 253565, 253570 and 253582 leased pursuant to Rider Six (6) dated June 24, 2009 to that certain Railroad Car Lease Agreement dated October 1, 1988 between Trinity Industries Leasing Company and Air Products & Chemicals, Inc., as amended by Amendment No. 1 to Rider Six (6) dated July 16, 2009 between Trinity Industries Leasing Company and Air Products & Chemicals, Inc.

4. One hundred thirty-two (132) 121-ton, 4,793 cubic foot aluminum hopper cars, marked and numbered TILX 479301 - 479432 leased pursuant to Rider Ten (10) dated June 4, 2008 to that certain Railroad Car Lease Agreement dated March 15, 2002 between Trinity Industries Leasing Company and Canadian Pacific Railway Company.

5. Eight (8) DOT111A100W1 coiled and insulated tank cars, marked and numbered TILX 160851 - 160858 leased pursuant to Rider One (1) dated November 29, 2007 to that certain Railroad Car Lease Agreement dated November 29, 2007 between Trinity Industries Leasing Company and Chemtura Corporation.

6. Fifty (50) DOT112J340W railroad tank cars marked and numbered TILX 302883 — 302932 leased pursuant to Rider Six (6) dated September 1, 2009 to that certain Railroad Car Lease Agreement dated June 1, 2000 between Trinity Industries Leasing Company and ConocoPhillips Company.

7. Twelve (12) 6,351 cubic foot nominal capacity, 286,000 pound gross rail load, covered quadruple covered hopper car equipped with trough hatches and 42" by 42" bottom outlet gates marked and numbered TILX 639019, 639181, 639230, 640190, 640499, 641372, 645833, 645865, 645902, 645913, 645918, and 648235 leased pursuant to Rider Eleven (11) dated August 26, 2010 to that certain Railroad Car Lease Agreement dated October 7, 2009 between Trinity Industries Leasing Company and Hankinson Renewable Energy, LLC.

8. Thirty-seven (37) Pressure Differential cars, marked and numbered TILX30201-30237, inclusive leased pursuant to Rider Two (2) dated September 24, 2008 to that certain

Schedule I – Assignment and Assumption (TRLWT)

Railroad Car Net Lease Agreement dated April 4, 2005 between Trinity Industries Leasing Company and Lafarge North America Inc.

9. One hundred twenty-eight (128) 4,402 cubic foot MaxGon® aluminum gondolas with rotary couplers, marked and numbered TILX 43246 through and including TILX 43373 leased pursuant to Rider Three (3) dated October 30, 2007 to that certain Railroad Coal Car Lease Agreement dated October 30, 2007 between Trinity Industries Leasing Company and NRG Power Marketing Inc., as amended by Amendment No. 1 to Rider Three (3) dated May 26, 2008 between Trinity Industries Leasing Company and NRG Power Marketing LLC.

10. Fifty-Two (52) DOT 111A100W1 foam insulated, non-coiled tank car TILX 150083-150134 leased pursuant to Rider Three (3) dated January 21, 2008 to that certain Master Car Lease Agreement dated August 1, 1995 between Trinity Industries Leasing Company and White Springs Agricultural Chemicals, Inc.

11. Ninety (19) DOT111A100W1 non-insulated railroad tank cars, marked and numbered TILX 195024, 195029, 195052, 195054, 195060, 195071, 195092, 195097, 195098, 195109, 195128, 195186, 195199, 195200, 195202, 195216, 195219, 195224 and 195226 leased pursuant to Rider Three (3) dated February 1, 2010 to that certain Railroad Car Lease Agreement dated October 12, 2006 between Trinity Industries Leasing Company and Pioneer Trail Energy, LLC.

12. Thirty (30) 20,110 nominal gallon capacity, DOT 105A500W non-coiled and insulated tank Car marked and numbered TILX 400321, 400322, 400325, 400326, 400327, 400328, 400329, 400330, 400331, 400332, 400333, 400334, 400335, 400339, 400341, 400344, 400345, 400363, 400369, 400370, 400371, 400377, 400380, 400381, 400383, 400384, 400387, 400389, 400390, and 400391 leased pursuant to Rider Two (2) dated May 1, 2010 to that certain Railroad Car Lease Agreement dated January 5, 2000 between Trinity Industries Leasing Company and Praxair, Inc.

13. Thirty-four (34) AAR Car Type C112 Hopper Car per Trinity Specification L-20232 dated January 29, 1998 RGCX 1083 - 1093 and RGCX 1095 - 1117 leased pursuant to Rider Eight (8) dated July 15, 1998 to that certain Railroad Car Net Lease Agreement dated May 28, 1997 between Trinity Industries Leasing Company and Rio Grande Chemical Sales Co., as amended by Amendment No. 1 to Railroad Car Net Lease Agreement dated October 15, 2010.

14. Twenty-eight (28) DOT111A100W1 non-coiled, non-insulated tank cars, marked and numbered TILX 196625 — 196652 leased pursuant to Rider One (1) dated June 11, 2008 to that certain Railroad Car Lease Agreement dated June 11, 2008 between Trinity Industries Leasing Company and Seacor Energy Inc.

15. One hundred sixty-five (165) 30,145 U.S. Gallon capacity, DOT 111A100W1 non-coiled and non-insulated tank cars marked and numbered TILX 319381-319545 inclusive leased pursuant to Railcar Lease Schedule Number Eighteen (18) dated November 1, 2008 to that certain Master Railcar Lease Agreement dated November 1, 2008 between Shell Chemical LP and Trinity Industries Leasing Company.

16. Two hundred (200) D.O.T. 111A100W1 non-coiled and non-insulated railroad tank cars marked and numbered as TILX 319081 - 319280 inclusive leased pursuant to Rider One (1) dated January 18, 2008 to that certain Railroad Car Lease Agreement dated January 18, 2008 between Trinity Industries Leasing Company and Tharaldson Ethanol Plant I, L.L.C, as amended by Amendment No. 1 to Rider One (1) dated January 28, 2009 between Trinity Industries Leasing Company and Tharaldson Ethanol Plant I, L.L.C. and as amended by Amendment No. 2 to Rider One (1) dated October 1, 2009 between Trinity Industries Leasing Company and Tharaldson Ethanol Plant I, L.L.C.

17. One hundred forty-two (142) RDL™ aluminum hopper cars, marked and numbered TILX 47759 — 47900 leased pursuant to Rider Ten (10) dated January 10, 2008 to that certain Railroad Car Net Lease Agreement dated February 28, 2003 between Trinity Industries Leasing Company and TUCO Inc.

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 10/25/10



Robert W. Alvord